

IN AND UPON THE TRUSTS, NEVERTHELESS, HEREINAFTER DECLARED, that is to say:

IN TRUST to permit said parties of the first part or their heirs or assigns, to use and occupy the said described land and premises, and the rents, issues and profits thereof, to take, have and apply to and for their sole use and benefit, until default be made in the payment of any manner of indebtedness hereby secured or in the performance of any of the covenants as hereinafter provided.

AND UPON the full payment of all of said note and the interest thereon, and all moneys advanced or expended as herein provided, and all other proper costs, charges, commissions and expenses, at any time before the sale hereinafter provided for, to release and re-convey the said described premises unto the said parties of the first part or their heirs or assigns.

AND UPON THIS FURTHER TRUST, upon any default being made in the payment of the said note and interest as therein provided, or in the payment of any taxes, special assessments, fire or other hazard insurance, all as hereinafter provided, or upon failure or neglect faithfully and fully to keep and perform any of the other conditions or covenants as herein provided; then upon any and every such default being so made as aforesaid and not made good as herein provided, the said party of the second part, or the Trustee acting in the execution of this trust, shall have power and it shall be his duty to sell the above described property, and in case of any default of any purchaser, to re-sell, at public auction, for cash, at such time and place, and after giving at least twenty days' previous notice of such sale inserted in some newspaper published in Frederick City, Maryland, and to convey the same in fee simple upon compliance with the terms of sale, to and at the cost of the purchaser or purchasers thereof; and shall apply the proceeds of such sale to the payment, in the first place, of all costs, taxes, charges and insurance, and premiums hereinabove provided, together with the expenses attending such sale, including the usual equity commissions and reasonable counsel fee, and then to the payment of the said note, whether the same shall be due or not, and the interest thereon to date of payment, it being agreed that said note shall, upon such sale being made before the maturity of the said note, be and become immediately due and payable at the election of the holder thereof, and the